# CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



ALBERT F. AMBRIZ MAYOR

LARRY G. BURROLA MAYOR PRO TEM

MARK A. BRECEDA COUNCILMEMBER

MANUEL R. GARCIA COUNCILMEMBER

H. MANUEL ORTIZ COUNCILMEMBER

# AGENDA FOR THE REGULAR MEETING OF THE

**CITY COUNCIL** 

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

**HOUSING AUTHORITY** 

**OCTOBER 9, 2019** 

6:30 P.M. - OPEN SESSION

**COUNCIL CHAMBER** 

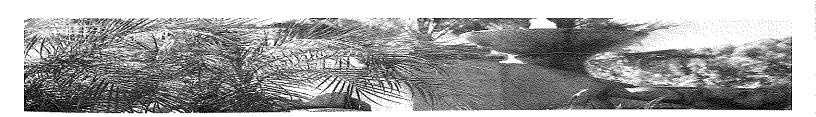
## **REGULAR MEETING – CITY HALL COUNCIL CHAMBER**

**Spontaneous Communications:** The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters <u>not</u> listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**Note:** Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



# Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



#### THERE WILL BE NO CLOSED SESSION

#### OPEN SESSION - 6:30 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. INVOCATION
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz;
  Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz
- E. REPORT FROM CLOSED SESSION
- F. CHANGES TO THE AGENDA
- G. COUNCIL MEMBER TRAVEL REPORTS
- H. ANNOUNCEMENTS
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS
  - 1. Introduction of Library Technician Michelle Burton
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS
  - 1. Chamber of Commerce Business of the Month Santa Anita Park
  - 2. Recognition of the Recipients of the Sanitation District's "Good Corporate Citizens Award"

#### SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended.

#### 1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

#### A. Minutes

Recommendation:

Approve the following minutes:

None for Approval

B. Warrants/Demands/Payroll

Recommendation:

**Approve** 

C. Approve Out of State Travel for the California Narcotic Officers Association 55th Annual
Training Institute and Law Enforcement Exposition in Reno, Nevada

Recommendation: **Adopt Resolution No. 2019-51-3135** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT OF STATE TRAVEL TO THE 55<sup>TH</sup> ANNUAL CALIFORNIA NARCOTICS OFFICERS ASSOCIATION TRAINING INSTITUTE AND LAW ENFORCEMENT EXPOSITION" waiving further reading.

D. <u>Appropriation of Supplemental Law Enforcement Services Funds- (COPS-Citizen Option</u> for Public Safety) AB3229

**Adopt Resolution No. 2019-52-3136** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF \$153,035.74 FOR FISCAL YEAR 2018-19 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION PUBLIC SAFETY PROGRAM (COPS)," thereby appropriating supplemental law enforcement services funds.

E. <u>Award of Contract - Professional Consultant Services for Environmental Services with CASC Engineering and Consulting, Inc. for National Pollutant Discharge Elimination System (NPDES) Program and Other Related Services</u>

Recommendation: Approve the professional consultant services agreement for Environmental Management Services for NPDES Program and other related services with CASC Engineering and Consulting, Inc. for a term of three (3) years with the possibility of two (2), one (1) year extensions and authorize the City Manager to enter into such agreement.

# 2. NEW BUSINESS

A. <u>Homeless Update</u> (Presentation)

## 3. PUBLIC HEARINGS

A. Ordinance No. 740: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE

AMENDING SECTIONS 10.28.120 AND 10.28.182 OF THE CITY OF IRWINDALE MUNICIPAL

CODE TO ADJUST THE CITY'S REGULATIONS REGARDING OVERNIGHT PARKING"

Recommendation: That the City Council hold a public hearing and **introduce Ordinance No. 740 entitled,** "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 10.28.120 AND 10.28.182 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO ADJUST THE CITY'S REGULATIONS REGARDING OVERNIGHT PARKING" reading by title only and waiving further reading thereof.

- 4. CITY MANAGER'S REPORT
- 5. AGENDA ITEM REQUESTS BY COUNCIL MEMBERS
- 6. ADJOURN

# SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

A. Report from Closed Session

#### **SPONTANEOUS COMMUNICATIONS**

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

### 1. CONSENT CALENDAR

A. <u>Minutes</u>

Recommendation: Approve the following minutes:

None for Approval

## B. Warrants

Recommendation: Approve

- 2. NEW BUSINESS
- 3. PUBLIC HEARINGS
- 4. ADJOURN

# HOUSING AUTHORITY

A. Report from Closed Session

## **SPONTANEOUS COMMUNICATIONS**

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

#### 1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

None for Approval

### 3. **NEW BUSINESS**

- A. Legislative Update (Presentation)
- 3. PUBLIC HEARINGS
- 4. ADJOURN

#### AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on October 9, 2019 be posted at the City Hall, Library, and Post Office on October 3, 2019.

# Laura M. Nieto, MMC

Laura M. Nieto, MMC Chief Deputy City Clerk

# CITY OF IRWINDALE PAYROLL WARRANT REGISTER September 2019

Payroll Batch DATE OF ISSUE 9/12/19	407-09-19, 408-09-19, 409-0 DEPARTMENT	09-19	AMOUNT
	11 City Council 13 City Administrative Office		1,731.15 49,523.32
	14 Finance Department 15 Summer Youth		26,427.29
	35 Police Department		193,033.67
	40 Recreation Department		17,936.41
	42 Senior Citizens' Center		12,811.23
	44 Library		9,206.08
	51 Planning & Community Deve	elopment	24,302.08
	52 Public Works - Engineering		21,897.73
	57 Public Works - Services		45,575.20
		Gross Payroll	402,444.16
		Required Deductions	(105,121.36)
		Voluntary Deductions	(13,820.69)
		Net Payroll	283,502.11
Payroll Batch DATE OF ISSUE 9/26/19	421-09-19, 422-09-19 DEPARTMENT		AMOUNT
	11 City Council		6,863.09
	13 City Administrative Office		42,237.63
	14 Finance Department		18,996.17
	15 Summer Youth		-
	35 Police Department		182,678.57
	40 Recreation Department		20,458.51
	42 Senior Citizens' Center		12,893.15
	44 Library		10,477.24
	51 Planning & Community Deve	elopment	21,100.48
	52 Public Works - Engineering 57 Public Works - Services		22,977.29 43,213.35
	or Public Works - Services	Gross Payroll	381,895.48
		•	•
		Regulized Deductions	(QK 151 17)
		Required Deductions Voluntary Deductions	(96,151.12) (14,589,63)
		Required Deductions Voluntary Deductions Net Payroll	(96,151.12) (14,589.63) 271,154.73

# **Electronic Payments**

September 2019

September 16 - 30, 2019



Refere	nce

Number	Vendor Name	Date	Amount
ACH	EDD	9/18/2019	19,699.08
ACH	Federal Tax	9/18/2019	54,722,11
ACH	EDD	9/26/2019	17,459.88
ACH	Federal Tax	9/26/2019	49,567.26
ACH	ICMA	9/26/2019	222.39
ACH	PARS-PT	9/26/2019	1,009.47
ACH	PARS-FT	9/26/2019	22,324.25
ACH	Nationwide-457 Plan & Trust	9/26/2019	12,018.24
ACH .	Nationwide-Roth Cotribution-457 Plan & Trust	9/26/2019	2,317.00
ACH	CalPERS	9/16/2019	104.60
ACH	CalPERS	9/18/2019	72,362.27
ACH	CalPERS	9/26/2019	68,197.08
ACH	CalPERS	9/26/2019	182,70
		Report Total;	320,186.33

# Accounts Payable

# Checks by Date - Summary by Check Number

User:

imarin

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
69605	BEHB01	Bassi, Edlin, Huie & Blum LLP	09/19/2019	369.00
69606	CAMP01	Gabriela Campos	09/19/2019	75.00
69607	CLIFFO02	CliffordMoss LLC	09/19/2019	5,399.95
69608	ALLIAN01	Alliant Insurance Services	09/19/2019	824.00
69609	BANKOF03	Bank of The West	09/19/2019	16,172.56
69610	BUD01	Budget Blinds of San Gabriel	09/19/2019	915.00
69611	CALIFO02	California American Water	09/19/2019	648.51
69612	CPRSAG	City of Garden Grove CPRS District 10	09/19/2019	25.00
69613	GARCI01	Margaret Garcia	09/19/2019	75.00
69614	PADILLAM	Melissa Marez	09/19/2019	179.00
69615	MERCA01	Virginia Mercado	09/19/2019	75.00
69616	NATION23	National Union Fire Insurance	09/19/2019	598.18
69617	ORTIZ10	Alex Ortiz	09/19/2019	490.00
69618	SCE02	Southern California Edison	09/19/2019	15,181.19
69619	TAPIA10	Midna Tapia	09/19/2019	17.00
69620	TEXAS01	Texas Life Insurance Co.	09/19/2019	1,488.95
69621	VALLEY01	Valley County Water District	09/19/2019	180.23
69622	WRIGHT03	Maurice Wright	09/19/2019	366.00
69623	ZEPEDA04	Dena Zepeda	09/19/2019	300.00
69624	ZEPE02	Elijah Zepeda	09/19/2019	97.25
			Report Total (20 checks):	43,476.82

# Accounts Payable

# Checks by Date - Summary by Check Number

User:

imarin

Printed:

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
69628	CALIFO56	California State Disbursement Unit	09/26/2019	389.42
69629	CITY01	City of Hope	09/26/2019	64.00
69630	ICEA	Irwindale City Employee Assoc.	09/26/2019	660.00
69631	IMEA	Irwindale Mgmt Employee Assoc.	09/26/2019	400.00
69632	IRWIND02	Irwindale Police Officers Assoc.	09/26/2019	2,991.70
69633	LOSANG31	Los Angeles County Sheriff's Dept.	09/26/2019	18.15
69634	AGUILA07	Berlyn Aguila	09/26/2019	54.06
69635	AMERIC34	American Fidelity Assurance Co	09/26/2019	1,913.64
69636	AMERIT	Ameritas Life Insurance Corp	09/26/2019	13,537.92
69637	AT&T06	AT & T	09/26/2019	1,661.65
69638	CINGULAR	AT & T Mobility	09/26/2019	1,349.15
69639	CALIFO02	California American Water	09/26/2019	12.13
69640	CAMPOS03	Manuel Campos	09/26/2019	420.00
69641	CONTRE05	Eva Carreon	09/26/2019	136.77
69642	CHICO10	Juanita Chico	09/26/2019	75.00
69643	CMRTA01	CMRTA	09/26/2019	350.00
69644	ESQU01	Alejandra Esquer	09/26/2019	248.00
69645	ESQU02	Rogelio Esquer	09/26/2019	248.00
69646	FRAIJO	Lucia Fraijo	09/26/2019	75.00
69647	GARCI01	Margaret Garcia	09/26/2019	35.00
69648	SOUTHE17	Golden State Water Company	09/26/2019	3,029.53
69649	HABI01	Samuel Habib	09/26/2019	244,13
69650	HANNA01	Arsanious Hanna	09/26/2019	555.43
69651	HEGDAHLA	Armando Hegdahl	09/26/2019	56.06
69652	HENSHA01	Ty Henshaw	09/26/2019	153.82
69653	LEF01	Christa LeFevre	09/26/2019	248.00
69654	NEST01	Nestle Waters North America	09/26/2019	475.61
69655	OPTUM01	OptumRx, Inc.	09/26/2019	42,189.48
69656	ORTEG01	Norma Ortega	09/26/2019	75.00
69657	PADILL06	Margie Padilla	09/26/2019	75.00
69658	REDIRE01	Redi-Relief First Aid & Safety, Inc	09/26/2019	180.25
69659	SANC02	Veronica Escovedo Sanchez	09/26/2019	248.00
69660	SCE02	Southern California Edison	09/26/2019	823.01
69661	STANDA01	Standard Insurance Co. RV	09/26/2019	351.65
69662	STANDA03	Standard Insurance Company	09/26/2019	1,950.87
69663	TRAVEL01	Travel Servers Inc.	09/26/2019	50.00
69664	VALEN01	Neli Valenciano	09/26/2019	248.00
69665	VALLEY01	Valley County Water District	09/26/2019	307.18
69666	Villalba	Angela Villalba	09/26/2019	75.00
69667	VISION01	Vision Service Plan - (CA)	09/26/2019	4,298.62
69668	ALLISO01	Allison Mechanical, Inc	10/09/2019	3,396.13
69669	ALTE01	Alternative Hose Incorporated	10/09/2019	6.73
69670	ARROWA	Arrow Automotive Service	10/09/2019	652.12
69671	ASCAP01	ASCAP	10/09/2019	369.68
69672	BAKER01	Baker & Taylor Books	10/09/2019	217.51
69673	BRITEW	Brite Works	10/09/2019	9,277.00
69674	CALIBE01	Caliber Commercial Pool Servic	10/09/2019	3,216.83

Check No	Vendor No	Vendor Name	Check Date	Check Amount
69675	CARQUEST	Carquest	10/09/2019	36.66
69676	CASC01	CASC Engineering & Consulting	10/09/2019	4,300.00
69677	CENTRO01	Centro Print Solutions	10/09/2019	546.25
69678	CINTAS	Cintas Corporation #693	10/09/2019	113.38
69679	CITRUS05	Citrus Valley Health Partners	10/09/2019	40.00
69680	ECORP01	ECORP Consulting, Inc.	10/09/2019	20,164.25
69681	ELITEE	Elite Elevator, Inc.	10/09/2019	350.00
69682	FCG01	FCG Consultants Inc.	10/09/2019	26,127.88
69683	FEDEX	FedEx	10/09/2019	20.28
69684	FILLG01	Fill Good Landscaping	10/09/2019	2,500.00
69685	GATECH01	GA Technical Servies, Inc.	10/09/2019	15,240.77
69686	HASA01	Hasa Inc.	10/09/2019	1,999.03
69687	HDL01	Hdl Software, LLC	10/09/2019	32.51
69688	HINDER	Hinderliter, De Llamas & Assoc	10/09/2019	2,440.74
69689	IRWIND21	Irwindale Hand Wash & Auto Detail	10/09/2019	499.71
69690	JCL01	JCL Traffic	10/09/2019	224.25
69691	JCSPLU	JC's Plumbing & Backfolw Svc	10/09/2019	705.43
69692	JEEPER01	Jeepers Creepers Exterminating Inc.	10/09/2019	189.00
69693	JOEAGO	Joe A. Gonsalves & Son	10/09/2019	9,500.00
69694	MCMILLAN	Kent McMillian	10/09/2019	4,050.00
69695	LANDSC	Landscape Warehouse Inc.	10/09/2019	61.88
69696	LAWREN05	Daniel Lawrence	10/09/2019	5,696.77
69697	LEXISN	LexisNexis Risk Solutions	10/09/2019	303.00
69698	MARXBR	Marx Bros Fire Extinguisher Co	10/09/2019	395.00
69699	MIJACA	Mijac Alarm, Inc.	10/09/2019	18.00
69700	NATION25	National Auto Fleet Group	10/09/2019	30,811.10
69701	OFFICE03	Office Depot	10/09/2019	1,899.21
69702	ORKINP	Orkin Pest Control	10/09/2019	379.05
69703	PHASEII	PARS	10/09/2019	1,750.00
69704	PATTON	Patton Sales Corp (Arrow Pipe)	10/09/2019	117.27
69705	POPULA01	Popular Subscription Service	10/09/2019	3,029.28
69706	PROPRINT	Pro Printing, Inc.	10/09/2019	200.39
69707	QUINN02	Quinn Company	10/09/2019	6,913.28
69708	REDIRE01	Redi-Relief First Aid & Safety, Inc	10/09/2019	335.59
69709	RICOH01	Ricoh USA, Inc	10/09/2019	943.13
69710	RICOH02	Ricoh USA, Inc	10/09/2019	1,661.78
69711	RIGHT01	Right of Way, Inc.	10/09/2019	912.90
69712	SCYAMA	S.C. Yamamoto, Inc.	10/09/2019	4,490.00
69713	MARUNA	Masataka Sakaue	10/09/2019	14.92
69714	SANGAB16	San Gabriel Basin Water	10/09/2019	2,256.00
69715	SIERRA02	Sierra Chrysler/Dodge/Jeep/Ram	10/09/2019	994.75
				80.19
69716	STERIC01	Stericycle, Inc.	10/09/2019	866.76
69717	SUNBEL02	Sunbelt Rentals	10/09/2019	1,016.60
69718	UNITED11	United Site Services of CA Inc	10/09/2019	113.45
69719	VISTA01	Vista Paint Corporation	10/09/2019	
69720	WATER02	Water Cannon Inc.	10/09/2019	6,699.00
69721	WESTCO05	West Coast Arborists, Inc.	10/09/2019	31,790.00
			Report Total (94 checks):	290,239.67

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⊠City Council
☐Successor Agency
☐Housing Authority
□Reclamation Authority
□.loint Powers Authority



Date:

October 9, 2019

To:

Honorable Mayor and Members of the City Council

From:

William Tam, City Manager

Issue:

Approve Out of State Travel for the California Narcotic Officers Association

55th Annual Training Institute and Law Enforcement Exposition in Reno,

Nevada.

# City Manager's Recommendation:

**Adopt Resolution No. 2019-51-3135** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT OF STATE TRAVEL TO THE 55<sup>TH</sup> ANNUAL CALIFORNIA NARCOTICS OFFICERS ASSOCIATION TRAINING INSTITUTE AND LAW ENFORCEMENT EXPOSITION" waiving further reading.

# **Background and Analysis:**

In years past, the City Council of the City of Irwindale has adopted a resolution to limit travel to conferences and training to in-state travel only due to budgetary frugality. This agenda item is seeking an exception to the restriction for members of the Irwindale Police Department's Detective Bureau consisting of Detective Sergeant Rudy Gatto, Detective Corporal Armando Lopez, Detective Raymond Gonzales and Detective Manuel Campos to attend an out-of-state conference on November 21, 2019 through November 26, 2019 in Reno, Nevada.

Our police detectives have the on-going challenge of keeping up to date with organized drug trafficking organizations and finding current, safe and viable ways to keep their narcotics, weapons, and ruthless tactics from the public at large. Drug trafficking organizations are constantly training and using some of the same technology as law enforcement to get their narcotics and weapons onto our streets and to ensure their money makes it south of our border.

Each year, the California Narcotic Officers Association (CNOA) holds a training institute and law enforcement exposition to discuss emerging law enforcement tactics, training, trends, and technology. The CNOA training conference provides innovative and comprehensive training for investigative personnel and facilitates discussions among law enforcement detectives and federal agents from around the world. It also provides insight from previously apprehended members of drug trafficking organization who now

educate law enforcement on the tactics of various drug trafficking organizations. This year's training topics also include Asset Forfeiture, Heroin and Fentanyl, Human Trafficking, Informant Management, Marijuana in California Update, Search and Seizure, Undercover Operations, and more.

In addition, being part of professional organizations such as CNOA is not only beneficial to personal development, but more importantly to our organization and the community we serve.

Investigative operations at the Irwindale Police Department has generated thousands of dollars in asset forfeiture money. The money seized from various drug trafficking organizations can be used for training and law enforcement operations under federal law. It has also been used to provide our detectives with valuable knowledge on how drug trafficking organizations operate and how to combat them.

The CNOA Annual Training Institute and Law Enforcement Exposition is a transitory event and this year it is being hosted in the city of Reno, Nevada. The Irwindale Police Department's Detective Bureau has attended the CNOA event annually and, if approved, would again represent the Irwindale Police Department in Nevada this year.

# **Fiscal Impact:**

The funding for the CNOA Conference will be facilitated by using Federal Asset Forfeiture funds with no impact to the General Fund. The total cost to of this conference is \$6,910.40 (for all four detectives) and sufficient funds exist in our asset forfeiture account.

Review:

Fiscal Impact: (Initial of CFO)

Legal Impact: Electronically Approved by City Attorney Galante (Initial of Legal Counsel)

Prepared By/Contact: Detective Sergeant Rudy Gatto

Phone: (626) 430-2245

William Tam, City Manager

Attachment(s): Resolution No. 2019-51-3135

## **RESOLUTION NO. 2019-51-3135**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT OF STATE TRAVEL TO THE 55<sup>TH</sup> CALIFORNIA NARCOTIC OFFICERS ASSOCIATION TRAINING INSTITUTE AND LAW ENFORCEMENT EXPOSITION

**WHEREAS**, the Irwindale Police Department wishes to enhance the quality of service to the community by attending the California Narcotic Officers Association (CNOA) 55<sup>th</sup> Annual Training Institute and Law Enforcement Exposition; and

**WHEREAS**, the CNOA conference will discuss emerging law enforcement tactics, training, trends, and technology; and the latest training and intelligence pertaining to drug trafficking organizations; and

**WHEREAS**, the CNOA conference provides innovative and comprehensive training for investigative personnel; and facilitates discussions among law enforcement detectives and federal agents from around the world; and

WHEREAS, the Irwindale Police Department's Detective Bureau has attended this conference annually and will represent Irwindale Police Department in Reno, Nevada; and

WHEREAS, attending will benefit the police organization and the community it serves; and

**NOW, THEREFORE**, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

**SECTION 1.** Authorize the Irwindale Police Department Detective Bureau consisting of Detective Sergeant Rudy Gatto, Detective Corporal Armando Lopez, Detective Raymond Gonzales, and Detective Manuel Campos and to attend the CNOA out-of-state conference in Reno, Nevada in November 2019.

**SECTION 2.** The funding for the CNOA conference will be facilitated by using Federal Asset Forfeiture funds with no impact to the General Fund.

**SECTION 3.** The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 9th day of October, 2019

Albert F.	Ambriz,	Mayor	

ATTEST:	
Laura M. Nieto, MI Chief Deputy City	
STATE OF CALIF	ANGELES } ss.
foregoing Resolut	hief Deputy City Clerk of the City of Irwindale, do hereby certify that the ion No. 2019-51-3135 was duly adopted by the City Council of the City of ular meeting thereof held on the 9 <sup>th</sup> day of October, 2019, by the following
AYES:	Councilmembers:
NOES:	Councilmembers:
ABSTAIN:	Councilmembers:
ABSENT:	Councilmembers:
	Laura M. Nieto, MMC Chief Deputy City Clerk

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⊠City Council
☐Successor Agency
☐Housing Authority
□Reclamation Authority
☐Joint Powers Authority



Date:

October 9, 2019

To:

Honorable Mayor and Members of the City Council

From:

William K. Tam, City Manager

Issue:

Appropriation of Supplemental Law Enforcement Services Funds- (COPS-

Citizen Option for Public Safety) AB3229

# City Manager's Recommendation:

Adopt Resolution No. 2019-52-3136 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF \$153,035.74 FOR FISCAL YEAR 2018-19 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION PUBLIC SAFETY PROGRAM (COPS)", thereby appropriating supplemental law enforcement services funds.

# **Background and Analysis:**

The State of California COPS program (AB3229) is a supplemental funding source allocated annually to local governments. In FY 2018-19, the City of Irwindale Police Department received a total of \$148,746.54 in COPS funding which is required to be used for "front-line municipal police services". These funds must supplement existing services, and cannot be used to supplant any existing funding for law enforcement services.

COPS funding from FY 2017-18 that also needs to be appropriated at this time includes prior year interest earned, revenue received in February 2018, and an adjustment for an appropriation made at mid-year, which together total \$4,289.20. These additional funds are also restricted to be used for "front-line municipal police services."

California Government Code Section 30061-30065 establishes guidelines for the receipt and expenditure of COPS funding. This Code requires the City Council to certify approval of the COPS expenditure budget separate from the normal City budget process.

The following lists the FY 2018-19 COPS expenditure items:

 Police Department staff training for the newly implemented Spillman Computer Aided Dispatch (CAD), a Records Management System (RMS) and mobile computing software system.

- Hardware, software, training, mapping, and other necessary equipment related to the department's records management and network infrastructure.
- The annual cost for the Interagency Communication Interoperability (ICI) Radio System, which provides the City with regional coverage for its radio system, and is networked with participating cities in the San Gabriel Valley.

The COPS funding received from the state in FY 2018-19, together with the additional interest and adjustments, total \$153,065.74. This appropriation is necessary to cover the expenditure of these funds that took place in FY 2018-19. Any unspent appropriated funds will be carried forward into FY 2019-20.

# **Fiscal Impact:**

Approving the appropriation of COPS funding has no fiscal impact to the General Fund. Alternatively, it could save General Fund budget by covering costs which might otherwise be required to be charged to the General Fund.

Review:

Fiscal Impact: (Initial of CFO)

Legal Impact: (Approved electronically by City Attorney) (Initial of Legal Counsel)

Prepared By/Contact:

Ty Henshaw, Chief of Police

Phone:

626-430-2234

William K/Tam, City Manager

Attachment(s): Resolution 2019-52-3136

## **RESOLUTION NO. 2019-52-3136**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RECORDING REVENUES AND AN APPROPRIATION IN THE AMOUNT OF \$153,035.74 FOR FISCAL YEAR 2018-2019 OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS FOR THE CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM (COPS)

**WHEREAS**, the Irwindale Police Department wishes to enhance the quality of service to the community by using funds from the Citizens Option for Public Safety (COPS) to supplement the Police Department budget; and

**WHEREAS**, the City of Irwindale has received a total of \$148,746.54 from the State of California COPS program in FY 2018-19 which requires to be appropriated, together with COPS fund earned interest and other adjustments of \$4,289.20; and

WHEREAS, these funds must be utilized by the Police Department for "front-line municipal law enforcement services" and cannot be used to supplant funding for other law enforcement services or programs; and

WHEREAS, the Police Department proposes to utilize these funds for department staff training and other costs related to the recently implemented Spillman Technologies Inc. Computer Aided Dispatch System (CAD) and Records Management System (RMS); and

**WHEREAS**, the funding received from the state through county monthly allocations throughout the year, as well as the interest and adjustments needed at year-end, total \$153,035.74. These funds will be invested pending any capital expenditures in accordance with COPS requirements.

**NOW, THEREFORE**, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

**SECTION 1.** The State of California COPS (AB3229) funds and earned interest be recorded as revenues and be appropriated to expenditure account(s):

- 36-35-371-42110-0000 (Training) for \$7,200.00
- 36-35-371-42200-0000 (Operating Supplies) \$45,835.74
- 36-35-371-44300-0000 (Computer Systems) in the amount of \$100,000.00

**SECTION 2.** COPS proceeds will be utilized for costs associated with the recently implemented Computer Aided Dispatch (CAD) system and Records Management System (RMS) by Spillman Technologies Inc., and for the hardware, software, training, mapping and other necessary equipment related to the department's records management and network infrastructure.

**SECTION 3.** The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 9th day of October 2019.

	Albert F. Ambriz, Mayor
ATTEST:	

COUNTY OF LOS ANGEI CITY OF IRWINDALE	_ES	
the foregoing Resolution	No. 2019-52-3136 vicil of the City of Irwi	ity of Irwindale, do hereby certify that was duly and regularly passed and ndale at its regular meeting held or te:
AYES: Councilmemb	ers:	
NOES: Councilmemb	ers:	
ABSENT: Councilmemb	ers:	
ABSTAIN: Councilmemb	ers:	
		Laura Nieto Chief Deputy City Clerk

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⊠City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
□ Joint Powers Authority



Date:

October 9, 2019

To:

Honorable Mayor and Members of the City Council

From:

William K. Tam, City Manager

Issue:

Award of Contract - Professional Consultant Services for Environmental Services with

CASC Engineering and Consulting, Inc. for National Pollutant Discharge Elimination

System (NPDES) Program and Other Related Services

# City Manager's Recommendation:

That the City Council (1) approve the professional consultant services agreement for Environmental Management Services for NPDES Program and other related services with CASC Engineering and Consulting, Inc. for a term of three (3) years with the possibility of two (2), one (1) year extensions and authorize the City Manager to enter into such agreement.

# **Background and Analysis:**

The Federal Clean Water Act prohibits the discharge of pollutants in storm water runoff to waters of the United States, which includes channels, lakes, rivers and oceans, unless the storm water runoff discharge is in accordance with a permit issued pursuant to the National Pollutant Discharge Elimination System (NPDES).

The City is a permittee under the Municipal Separate Storm Water System (MS4) Permit that was adopted by the California Regional Water Quality Control Board, Los Angeles Region via Order No. R4-2012-0175 on November 8, 2012. The new permit has not been approved by the Los Angeles Regional Board; therefore, the 2012 approved permit is still in effect.

This MS4 permit establishes Waste Discharge Requirements within the Coastal Watersheds of Los Angeles County, except those discharges originating from the City of Long Beach MS4. The permit also contains requirements for municipalities to establish a Low Impact Development (LID) Ordinance and a Green Streets Policy, which was adopted by City Council on May 28, 2014.

The City is required to implement its approved Integrated Monitoring Program (IMP), which requires public education and outreach activities to the business community and residents, detection of illicit connections and illicit discharge in the storm drain system, and inspections related to Best Management Practices (BMP's) for the development and construction of new projects and commercial sites. In addition, we are compelled to conduct site inspections on specific business types such as manufacturing, auto dismantling, transportation facilities, etc. for those businesses located within the City to ensure compliance of the MS4 Permit.

On Monday, August 12, 2019, the City issued a Request for Proposal for Environmental Management Services for the National Pollutant Discharge Elimination System (NPDES) and Other Related Services. An Addendum was issued on Thursday, August 29, 2019, emailed to the consultants that contacted the City with interest in submitting a RFP, and posted on the City Website. On Thursday, September 5, 2019, four proposals were received with the results as follows:

Ranking	Name	Cost Per Year	<u>Comments</u>
1	CASC Engineering and Consulting Inc.	\$127,030.00	
2	Alta Environmental an NV5 Company	\$125,890.80	
3	Charles Abbott Associates, Inc.	\$207,375	Disqualified
4	Sapphos Environmental Inc.	\$306,198.00	Disqualified

Charles Abbott Associates, Inc. and Sapphos Environmental Inc. did not sign and submit the Addendum with their RFPs, which disqualified them from the process.

On Thursday, September 19, 2019, Public Works Services Staff interviewed both CASC Engineering and Consulting Inc. and Alta Environmental an NV5 Company.

Based on the submitted proposal, experience, project approach, cost, schedules, deliverables and their interview, city staff has determined that CASC Engineering and Consulting Inc. meets the requirements as stated in the City's RFP and should be awarded the contract.

The term of this agreement will be for a three-year period, with two (2), one (1) year renewal options to be approved by the Public Works Services Manager. Renewal will be exercised based upon the level of satisfaction with services provided.

The professional consultant service agreement has been reviewed and approved in form by the City Attorney's office.

# Fiscal Impact:

Sufficient Funds were budgeted for NPDES Services under Environmental Mandates in the FY2019-2020 Budget.

Review:		
Fiscal Impact:		_ (Initial of CFO)
Legal Impact: <i>E</i>	lectronically Approved	d by City Attorney Galante (Initial of Legal Counsel)

Prepared By:

Elizabeth Rodriguez, Public Works Services Manager

Phone:

(626) 430-2211

William K. Jam, City Manager

Attachment(s): (1) Contract Services Agreement for Environmental Management Services for the National Pollutant Discharge Elimination System (NPDES) and Other Related Services

#### CITY OF IRWINDALE

# CONSULTANT SERVICES AGREEMENT FOR ENVIRONMENTAL SERVICES FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND OTHER RELATED SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 9th day of October, 2019, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and CASC Engineering and Consulting, 1470 E. Cooley Drive, Colton, CA 92324 (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. SERVICES OF CONSULTANT

- 1.1 <u>Scope of Services</u>. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as <u>Exhibit "A"</u> and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.
- 1.2 <u>Compliance With Law.</u> All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.
- 1.3 <u>Licenses, Permits, Fees and Assessments</u>. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.
- 1.4 <u>Special Requirements.</u> Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as <u>Exhibit "B"</u> and incorporated herein by this reference. In the event of a conflict between the provisions of <u>Exhibit "B"</u> and any other provisions of this Agreement, the provisions of <u>Exhibit "B"</u> shall govern.

## 2. COMPENSATION

- 2.1 <u>Contract Sum.</u> For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as <u>Exhibit "C"</u> and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred, twenty-seven thousand, thirty and 00/100 Dollars (\$127,030) ("Contract Sum").
- 2.2 <u>Invoices</u>. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail

charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

## 3. PERFORMANCE SCHEDULE

- 3.1 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 3.2 <u>Schedule of Performance</u>. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as <u>Exhibit "D"</u> and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.
- 3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall

ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 <u>Term.</u> Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until the maximum contract amount is expended, but not to exceed October 8, 2022. The term of this agreement can be extended with two (2), one (1) year renewal options to be exercised by the Public Works Services Manager. Renewal will be exercised based upon the level of satisfaction with services provided by the Consultant. If extended, the term of the contract will expire October 8, 2024.

# 4. COORDINATION OF WORK

- 4.1 Representative of Consultant. Ed Suher, Project Manager, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.
- 4.2 <u>Contract Officer</u>. William Tam, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").
- 4.3 <u>Prohibition Against Subcontracting or Assignment</u>. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.
- 4.4 <u>Independent Contractor</u>. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

#### 5. INSURANCE AND INDEMNIFICATION

5.1 <u>Required Insurance Policies.</u>

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- (a) <u>Comprehensive General Liability Insurance.</u> Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (b) <u>Automobile Liability Insurance</u>. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (c) <u>Professional Liability (errors & omissions) Insurance.</u> Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.
- (d) <u>Workers' Compensation Insurance.</u> Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

# 5.2 Other Provisions or Requirements.

(a) <u>Proof of Insurance.</u> Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- (b) <u>Duration of Coverage.</u> Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.
- (c) <u>Primary/Noncontributing.</u> Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- (d) <u>City's Rights of Enforcement.</u> In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
- (e) <u>Acceptable Insurers.</u> All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
- (f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (g) <u>Enforcement of Contract Provisions (non estoppel).</u> Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- (h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the

Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- (i) <u>Notice of Cancellation.</u> Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- (j) <u>Additional Insured Status.</u> General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- (k) <u>Prohibition of Undisclosed Coverage Limitations.</u> None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.
- (l) <u>Separation of Insureds.</u> A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- (m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.
- (n) <u>City's Right to Revise Specifications.</u> The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.
- (o) <u>Deductibles/ Self-insured Retentions.</u> Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.
- (p) <u>Timely Notice of Claims.</u> Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) <u>Additional Insurance</u>. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

# 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.
- (d) Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and

liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

# 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

- Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.
- 6.2 <u>Reports</u>. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

# 6.3 Confidentiality and Release of Information.

- (a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.
- (b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- (c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.
- (d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

## 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 <u>California Law.</u> This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.
- 7.2 <u>Disputes; Default</u>. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.
- 7.3 <u>Legal Action</u>. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 <u>Termination Prior to Expiration of Term.</u> This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be

determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 <u>Termination for Default of Consultant</u>. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### 8. MISCELLANEOUS

- 8.1 <u>Covenant Against Discrimination</u>. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class
- 8.2 <u>Non-liability of City Officers and Employees</u>. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing.

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

- 8.4 <u>Integration: Amendment.</u> It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
- 8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 8.7 <u>Attorneys' Fees</u>. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

# 8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

# 8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 <u>Warranty & Representation of Non-Collusion</u>. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests"

pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s) he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials	
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8.11 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

Rev 10/2018

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

	CITY:
	CITY OF IRWINDALE, a municipal corporation
	William Tam, City Manager
ATTEST:	
Laura M. Nieto, MMC, Chief Deputy City Clerk	
APPROVED AS TO FORM:	
ALESHIRE & WYNDER, LLP	
Fred Galante, City Attorney	
	CONSULTANT:
	CASC Engineering and Consulting, Inc.
	By: Name: Michelle Furlong Title: Operations Manager
	By:Name: Richard J. Sidor Title: President/CFO
	Address: 1470 E. Cooley Drive
	Colton, CA 92324

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE	OF CALIFORNIA		
COUNT	ΓΥ OF SAN BERNARDINO		
On, 2019 before me,, personally appeared, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
WITNE	SS my hand and official seal.		
Signatu	re;	-	
OPTIONAL  Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.			
	CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT	
	INDIVIDUAL CORPORATE OFFICER  TITLE(S)	TITLE OR TYPE OF DOCUMENT	
	PARTNER(S)	NUMBER OF PAGES	
	GUARDIAN/CONSERVATOR OTHER	DATE OF DOCUMENT	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))  SIGNER(S) OTHER THAN NAMED ABOVE			

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA				
COUNTY OF SAN BERNARDINO				
On, 2019 before me,, personally appeared, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
WITNESS my hand and official seal.				
Signature:				
OPTIONAL  Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form				
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT			
INDIVIDUAL CORPORATE OFFICER  TITLE(S)	TITLE OR TYPE OF DOCUMENT			
PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES			
GUARDIAN/CONSERVATOR OTHER	DATE OF DOCUMENT			
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))  SIGNER(S) OTHER THAN NAMED ABOVE				

## EXHIBIT "A" SCOPE OF SERVICES

The specific tasks to be performed and completed by Consultant in performing Environmental Management Services for National Pollutant Discharge Elimination System Compliance Services are provided below in this Exhibit "A". Consultant shall complete all services under this Agreement within the Term.

# TASK 1 – DEVELOP A PLAN OUTLINING HOW THE CITY WILL STAY IN COMPLIANCE WITH BASELINE REQUIREMENTS PER THE 2012 MS4 PERMIT (OR MOST RECENTLY APPROVED PERMIT)

Immediately upon execution of the a contract for Professional Services and Notice to Proceed from the City, CASC will prepare a plan and schedule for the implementation of all major compliance milestones associated with the MS4 Permit and associated TMDLs. This schedule will be based on permit baseline requirements and implementation dates contained in the approved Integrated Monitoring Program (IMP) and any TMDL compliance dates. CASC will also provide guidance to the City for the implementation of the Statewide Trash Provisions ("Trash Amendments").

The implementation plan and schedule will include:

- A. Identifying and establishing a schedule for conducting the dry weather outfall screening and the preparation for wet weather outfall monitoring,.
- B. Identifying and establishing a schedule for implementing the Minimum Control Measure (MCM) program requirements. This includes new programs, review of existing programs, and enhancements to existing programs.
- C. Identifying and creating a tentative schedule for conducting Industrial/Commercial Inspections.
- D. Identifying and preparing a schedule for submitting reports to the RWQCB, including Annual Reports, monitoring data, and TMDL compliance reports.
- E. Scheduling of known MS4 Permit and TMDL related meetings CASC anticipates attending on behalf of the City, including Regional Board Workshops, meeting and hearings, and LA Permit Group meetings.
- F. Recommending a schedule for conducting progress meetings with City staff to review status of program component implementation.

#### Deliverables:

- Initial Schedule for Permit Compliance
- Quarterly Update of Permit Compliance Schedule indicating progress toward implementation/ compliance
- Annual Report with associated Watershed Report, including:
  - Municipal Action Level Report and LA River Trash TMDL Compliance Report & DGR
  - Mid-year and end-of-year monitoring data submittals

#### TASK 2 – IMPLEMENT THE CITY'S INTEGRATED MONITORING PROGRAM

#### A. Receiving Water Monitoring

CASC is aware that the City of Irwindale has cost-shared the Upper San Gabriel River Watershed Group's Coordinated Integrated Monitoring Program (CIMP) for the USGR Receiving Water Monitoring and is negotiating with the Rio Hondo/San Gabriel River Watershed Monitoring Group to conduct Receiving Water monitoring, all as required by the MS4 Permit. CASC's Project Manager for this project is familiar with these groups and will coordinate agreements for cost-sharing of monitoring costs as well as facilitate obtaining copies of the Receiving Water data sets from CIMP groups that will be required for mid-year data submittal and inclusion in the City's MS4 Permit Annual Report.

#### Deliverables:

- Copies of Receiving Water Monitoring data
- Copies of Mass Emissions Stations Monitoring data
- Updates on status of cost-share agreements and yearly monitoring

#### **B.** Storm Water Outfall Based Monitoring

CASC will prepare a schedule and constituent list for Outfall based monitoring at sites listed in the City's approved IMP. Storm water sampling will be conducted at each of the two San Gabriel River locations and one Rio Hondo (Sawpit Wash) location three times during the wet season. The Constituent list will be consistent with the MS4 Permit and IMP requirements. CASC will capture samples, deliver the samples to an ELAP-approved laboratory for analysis, and perform QA/QC review of laboratory results prior to recommending inclusion in reports to the RWQCB.

#### Deliverables:

- Constituent list for Outfall monitoring (revised as necessary if constituents are consistently ND)
- Outfall monitoring analytical data (CEDEN format and lab reports in pdf)
- Field measurement data (CEDEN format and lab reports in pdf)

#### C. Non-Storm Water Outfall Based Monitoring

CASC will perform a field screening of the drainage system discharge locations and prepare a GIS database of all outlets larger than or equal to 36". These locations will be observed a total of three times for possible significant discharges, and observations will be recorded on an Outfall Screening form with all information required by the MS4 Permit.

#### Deliverables:

- GIS database of outfalls
- Outfall screening field forms
- Summary of outfalls with significant non-storm water discharges (if any)

#### TASK 3 — INDUSTRIAL AND COMMERCIAL FACILITY CONTROL PROGRAM

#### A. Update of the City's Industrial and Commercial Facility Database

CASC will update the City's Industrial and Commercial Facility Database and update the GIS map including approximately 300 facility locations. A list of businesses and descriptive data has been previously provided by the City and CASC will obtain any information the City may have regarding new or closed businesses.

#### Deliverables:

GIS database of Industrial /Commercial Facilities

#### B. Conduct Industrial and Commercial Facility Inspections

CASC will conduct mandated Industrial and Commercial Stormwater inspections for approximately 300 identified facilities. Inspectors will verify that appropriate Best Management Practices (BMPs) are implemented at the facilities, ensure that illicit connections and/or discharges are eliminated, and provide necessary educational materials for distribution to Irwindale businesses. Inspectors will also verify that

facilities requiring Industrial General Stormwater Permit coverage have the proper documentation of coverage and compliance. Prior to initiating inspections, we will conduct a kickoff meeting to acquaint our inspectors with necessary City staff contacts, approve educational materials, establish inspection and enforcement protocols, and review a schedule for conducting the inspections. CASC will provide a customized Industrial/Commercial facility inspection form with the City's logo and contact information and prepare a draft letter of introduction to the facilities indicating the purpose and scope of the inspections. It is intended that the letters be distributed to the facilities prior to or during the inspections.

CASC will provide city staff with a weekly status report of inspections completed and follow up inspections scheduled and will provide the city a copy of all inspection reports and any photographs taken. Upon completion of inspections, the City's GIS database will be updated to include all competed inspections.

#### Deliverables:

- Draft and final copies of proposed inspection protocols for the City
- Draft and final Industrial/Commercial facility inspection form and letter of introduction
- Copy of proposed educational materials to be distributed during inspections
- Weekly status report of Industrial/Commercial inspections completed
- Updated Industrial and Commercial Facility Database

#### C. Provide Enforcement Services as necessary

CASC will perform follow-up inspections of facilities with significant compliance deficiencies. Our experience shows that between 10-15 % of the facilities will require at least one follow-up inspection. If compliance is not achieved after a second inspection, City environmental staff or Code Enforcement may be notified for further enforcement action and a joint inspection with CASC inspectors and City staff may be warranted. If compliance is still not achieved, CASC will assist the City in implementing its Progressive Enforcement Program for all facilities within both the San Gabriel River and Los Angeles River Watersheds. In the event that CASC or the City are unable to obtain necessary compliance with storm water regulations, CASC will assist the City in referring the facility to the Regional Water Quality Control Board for possible enforcement action.

#### Deliverables:

- Copies of follow-up inspection forms with detailed description and photos of facility deficiencies
- Assistance with Progressive Enforcement Program
- Draft and final copies of enforcement letters

#### TASK 4 — ILLICIT CONNECTIONS AND ILLICIT DISCHARGE (IC/ID) PROGRAM

CASC will assist the City with the detection and elimination of actual or potential illicit connections and illicit discharges throughout the City in compliance with the requirements of the MS4 permit. In that effort, we will provide the following services:

#### A. Implement a Non-Storm Water Outfall-Based Monitoring Program

CASC will provide storm drain outfall screening as identified in the City's Integrated Monitoring Program, and inform the City of any significant non-storm water discharges that are discovered. If authorized to do so, CASC staff will assist the City to determine the source of discharges and determine a strategy for elimination.

#### Deliverables:

- GIS database of outfalls
- Outfall screening field forms
- Summary of Outfalls with significant non-storm water discharges (if any)
- Outfall Monitoring Reports (if any monitoring is deemed necessary)

#### B. Update Procedures for Conducting Source Investigations for IC/IDs.

CASC will review existing procedures for investigating sources of illegal connections and illicit discharges and recommend updates to the procedures that will increase effectiveness and efficiency of the program.

#### Deliverables:

Draft and final updates to IC/ID Source Investigation Protocols

#### C. Update Procedures for Eliminating IC/IDs

CASC will review existing procedures for eliminating illegal connections and illicit discharges and recommend updates to the procedures that, upon discovery of IC/IDs, will provide guidance for eliminating various sources of IC/IDs.

#### Deliverables:

• Draft and final updates to IC/ID Elimination Protocols

# D. Update and Identify Additional Mechanisms for Public Reporting of Illicit Discharges

CASC will review existing mechanisms that the City has established for public reporting of illicit discharges and suggest additional methods for reporting. Emphasis will be on the general public, however due to the small population of City residents, other businesses, and municipal employees will also be targeted in suggested approaches for increased reporting.

#### Deliverables:

- Report and recommendations for additional Public Reporting of IC/IDs
- Assist City with updating City website with information and phone numbers for reporting illicit discharges

#### E. Update the City's Spill Response Plan

CASC will review existing procedures for responding to spills of pollutants that could potentially be discharged to the City's storm drain system or directly into receiving waters. We will recommend updates to the procedures to efficiently and quickly notify responsible parties, contain spills and ensure that spills are cleaned up and disposed of thoroughly and legally.

#### Deliverables:

- · Draft and final update to City's Spill Response Plan
- Provide any new Spill Response requirements as related to Plastic Pellets or Trash from new Permit

# TASK 5 — NEW DEVELOPMENT AND RE-DEVELOPMENT EFFECTIVNESS TRACKING

CASC will develop and maintain a city-owned database to track specific information related to new and redevelopment projects subject to the minimum control measures. The data will be used to assess the effectiveness of the Low Impact Development (LID) requirements for land development and to fulfill reporting requirements. This Database

will include data from all newly constructed private and public projects subject to Post-Construction Low impact Development standards, and will track a project from the design process, through construction and operations. Documentation of proper design, inspection upon completion of construction or installation, and fields for required inspections and operating effectiveness will be included in the database.

#### Deliverables:

- LID Project Tracking Database
- Quarterly correspondence with City to update project information

## TASK 6 — PUBLIC INFORMATION AND PARTICIPATION & PUBLIC AGENCY ACTIVITIES PROGRAMS

#### A. Public Information and Participation Program (PIPP):

CASC will review all LA County PIPP materials that can be shared with the City and assist with coordinating public information and participation events that promote pollution reduction and elimination. This can be achieved by ensuring that these programs reach the City of Irwindale's resident and business communities through either the City's website or direct distribution during Industrial/Commercial inspections. CASC will also assist the City in distributing BMP materials and water pollution educational materials at Community events and Recreation activities. This information will be provided to City staff at regularly scheduled progress meetings. Deliverables: • Copies of LA County materials that can be shared with City • Recommendations for updating or adding additional BMP items to City website • Consultant participation/assistance at Community events/Recreation events

#### **B.** Public Agency Activities Program

CASC will review the following municipal programs for compliance with the MS4 Permit and report to the City on the current status of each program and make recommendations to City staff:

#### A) Public Construction Activities Management

CASC will review the City's current program with regard to inspections and tracking and report on any components of the program that may not be in compliance with the MS4 Permit requirements. CASC will make recommendations for modifying existing procedures to bring the program into compliance.

#### Deliverables:

Construction Program recommendations

- Assistance with Construction Program compliance issues
- Construction site inspection assistance (as necessary)

#### B) Public Facility Inventory and Inspections

CASC will review the City's list of public facilities and update the database to ensure all required data has been recorded. CASC will inspect all public facilities and make recommendations for eliminating pollutant sources.

#### Deliverables:

- Public Facility Inventory update (GIS format)
- Copies of Inspection Reports and photos of any deficiencies

#### C) Inventory of Existing Public Facilities for Retrofitting Opportunities

CASC will review the City's Public Facility Inventory to evaluate and recommend opportunities for retrofitting to address the impacts of existing BMPs and recommend retrofit projects that reduce the discharges of storm water pollutants into the MS4.

#### Deliverables:

• Updated Inventory of Existing Retrofitting Opportunities and recommendations

#### D) Landscape, Park, and Recreational Facilities Management

CASC will review the City's maintenance procedures for landscape, park and recreation facilities to ensure that all required BMPs are being implemented. Specific attention will be payed to the implementation of an Integrated Pest Management Program (IPM), and the tracking of and planned reductions of the use of pesticides.

#### Deliverables:

- Updated IPM Program inventory
- Recommendations for BMPs at Parks and recommendations for reducing herbicide/pesticide use

#### E) Municipal Employee and Contractor Training

CASC will update and deliver one Municipal Employee stormwater training class covering the requirements of the overall storm water management program. The training will be designed to promote a clear understanding of the activities that pollute storm water and identify opportunities to require, implement, and maintain appropriate BMPs in each employee's line of work.

#### Deliverables:

- One PowerPoint slide presentation on MS4 Permit topics for up to 50 participants
- One PowerPoint slide presentation related to Post-Construction BMPs for up to 5 participants
- · Handouts of slide presentation for employee note taking

### EXHIBIT "B"

### SPECIAL REQUIREMENTS

N/A

#### **EXHIBIT "C"**

#### SCHEDULE OF COMPENSATION

Consultant shall perform the requested services on a time-and-materials basis as set forth in the Scope of Services in accordance with the following hourly rate schedule, but not to exceed the Contract Sum of \$127,030.00.

#### Labor Rate:

Program Manager/Technical Advisor
 Project Manager/TMDL Specialist
 Senior Inspector
 Inspector/Technical Assistance
 Administrative Assistant
 (2) 175.00/hour
 (3) 100/hour
 (4) 115.00/hour
 (4) 200/hour
 (5) 200/hour
 (6) 200/hour
 (6) 200/hour
 (7) 200/hour
 (8) 200/hour

The Contract Sum is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Consultant to complete the services under this Agreement. Consultant shall not be entitled to any other compensation or reimbursement of expenses beyond the above hourly rate for performance of services under this agreement, except as specifically described in the attached schedule of hourly rates. Any additional work authorized by City in writing shall be performed by Consultant based on the above hourly rates

Costs for the services listed below are estimates of the total cost for the completion of each individual task or subtask, and are not intended to be lump sum quotes.

Ta	asks	Amount
1.	Develop a Baseline Requirement Plan to ensure compliance with MS4 Permit.	\$22,200
2.	Implement City's Integrated Monitoring Program	
	Coordinate Receiving Water Monitoring	\$ 1,600
	Perform Storm water Outfall Based Monitoring	\$11,700
	Perform Non-Storm water Outfall Based Monitoring	\$ 2,400
	Inventory Outfalls and Prepare Outfall database	\$ 4,000
	Lab Testing	\$14,650
3.	Industrial and Commercial Facility Control Program (ICFCP)	
	Update ICFCP database, including a GIS map of the locations	\$ 1,400
	<ul> <li>Conduct inspections on the identified Industrial and Commercial Facilities to ensure compliance.</li> </ul>	\$42,650
	Monitor and enforcement services, where necessary, to ensure continued compliance.	\$ 4,450
4.	Illicit Connections and Illicit Discharge (IC/ID) Program	
	<ul> <li>Implement a Non-Storm water Outfall-based Monitoring Program to detect IC/IDs, as identified in the City's Integrated Monitoring Program.</li> </ul>	\$ 4,600
**********	Update procedures for conducting source investigations for IC/IDs.	\$ 1,200
	Update procedures for eliminating IC/IDs.	\$ 1,200
	Update & Identify mechanisms for public reporting of illicit discharges.	\$ 1,200
	Update a spill response plan.	\$ 920
5.	New Development and Re-Development Effectiveness Tracking	
	• The data will be used to assess the effectiveness of the Low Impact Development (LID) requirements for land development and to fulfill reporting requirements.	\$ 2,460
6.	Public Information and Participation & Public Agency Activities Programs	
	Assist with Coordination, Attendance, and Implementation of PIPP.	\$ 2,100
	Examine City's current PAAP	\$ 8,300

#### EXHIBIT "D"

#### SCHEDULE OF PERFORMANCE

CASC believes open communication within the project team and a clear line of communication between the team and the City is the key to a successful NPDES Program. We will provide monthly updates to the City as outlined in the Scope of Services, and conduct periodic progress meetings.

Regarding schedule control, CASC will always strive to provide final drafts of major documents at least 2 weeks prior to the submittal date with interim drafts provided periodically during development to facilitate an easier and less hectic review process.

Below is the proposed schedule of major project milestones to meet the Permit requirements. Actual budgeted hours for

tasks are included on the Cost Proposal.

Task	Sequencing/Critical Paths	Activities	Deliverables	Approx. Date	Duration (est'd)
Develop a Baseline Requirement Plan to ensure compliance with MS4 Permit	Review current Baseline requirement Plan with the city	Identify and schedule tasks with fixed dates or milestones	-Finalized Baseline Requirement Plan -Annual Report and trash TMDL compliance Report*	October 15 <sup>th</sup> December 15th	On-going Yearly
Implement City's integrated Monitoring Program	-Coordinate receiving waster monitoring -Review outfall constituent list -Update Outfall screening inventory and database	-Perform Storm water outfall based monitoring (3 Storm Events during wet season) -Perform non-storm water outfall-based screening -Perform non-storm water outfall-based monitoring (as necessary)	-Analytical Date -Inventory of Outfalls and database	-Mid-Year Data (June) -Data with Annual Report* (Due December 15th of each year)	2019-2020 Wet Season
Industrial and Commercial facilities inspection Program	-Get updates business list from the City -Send letter to businesses regarding upcoming inspections -Prepare BMP materials for distribution -Upload partially completed inspection forms to tablets	-Conduct facility inspections -Distribute BMP information to facilities	-Update ICFP database -Update GIS database with location of business and statue of inspections -Copies of Inspection forms -List of facilities needing possible enforcement action with attached photos	Twice per permit	Inspections generally completed in 2 months.
Illicit Connections and Illicit Discharge (IC/Id) Program	-Assist the City with the implementation of its IC/ID Program	-Develop procedures for conduction source investigations for IC/Ids -Develop procedures for eliminating IC/IDs -Update and identify mechanisms for public reporting of illicit discharges -Develop a spill response plan for the City	-Inspection Report -Updated spill response plan	As needed	On-going
New Development and Re- Development Effectiveness Tracking	-Review database	-Develop, or re-develop, database to assess effectiveness of the Low Impact Development (LID)		December 15 <sup>th</sup> of each year	Varies/on- going
Public Information and Participation & Public Agency Activities Programs	-Coordinate with City for attendance and implantation of PIPP	-Review City's current PAAP -Attend PIPP related meetings -Coordinate Community Outreach events	-Updated PIPP with information on how many people reached by PIPP -Updated PIPP materials -Project Tracking spreadsheet -Employee Training	As required by Permit	30 days preparation and review

⊠City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
□Joint Powers Authority



Date:

October 09, 2019

To:

Honorable Mayor and Members of the City Council

From:

William K. Tam, City Manager

Issue:

ORDINANCE NO. 740: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 10.28.120 AND 10.28.182 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO ADJUST THE

CITY'S REGULATIONS REGARDING OVERNIGHT PARKING"

#### City Manager's Recommendation:

That the City Council hold a public hearing and introduce Ordinance No. 740 entitled "An Ordinance of the City Council of the City of Irwindale amending sections 10.28.120 and 10.28.182 of the City of Irwindale Municipal Code to adjust the city's regulations regarding overnight parking," reading by title only and waiving further reading thereof.

#### **Background and Analysis:**

At its April 15, 2019 meeting, the City Council, at the request of Councilmember Ortiz, directed staff to research specific requirements pertaining to overnight parking on City Streets and bring back a draft ordinance for Council consideration.

As previously reported to the City Council, the Irwindale Municipal Code currently contains Section 10.28.120, entitled "Storage of vehicles –Use of streets prohibited – Removal authorized," which makes it unlawful for any person to store a vehicle on a City street or alley for more than a consecutive period of 120 hours.

In order to address concerns raised by the City Council and concerned citizens, it is recommended that the 120 hour time period be reduced to 72 hours to allow enforcement to adequately address the problems arising from prolonged street parking.

Further, it is recommend that the Irwindale Municipal Code Section 10.28.182, entitled "Overnight parking restricted on designated streets," be amended to add three additional streets, specifically 2<sup>nd</sup> Street, Central Avenue, and Business Center Drive, to the list of streets which are covered by the overnight parking restriction. This will allow our enforcement unit to protect and serve these streets from the hours of twelve midnight to five a.m.

The city finds and determines that this ordinance has no significant adverse effect on the environment. Thus, the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Section 15301 of the CEQA Guidelines. City staff is directed to prepare and file a Notice of Exemption under the California Environmental and Quality Act (CEQA) in connection with this Ordinance.

#### Fiscal Impact:

This is no fiscal impact as a result of Ordinance No. 740.

Review:

Fiscal Impact: (

(Initial of CFO)

Legal Impact: Electronically Approved by City Attorney Galante (Initial of Legal Counsel)

Prepared By:

Fred Galante, City Attorney

William K. Tam, City Manager

Phone:

(626) 430-2212

William K. Tam, City Manager

Attachment(s): Ordinance 740 titled "An Ordinance of the City Council of the City of Irwindale amending sections 10.28.120 and 10.28.182 of the City of Irwindale Municipal Code to adjust the city's regulations regarding overnight parking."

#### **ORDINANCE NO. 740**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTIONS 10.28.120 AND 10.28.182 OF THE CITY OF IRWINDALE MUNICIPAL CODE TO ADJUST THE CITY'S REGULATIONS REGARDING OVERNIGHT PARKING

WHEREAS, the City of Irwindale ("City") is authorized by Article XI, Section 5 and Section 7 of the Constitution of the State of California to exercise the police power of the State by adopting regulations to promote public health, welfare, safety, and general prosperity; and

WHEREAS, the City is continuing in its efforts to address the health, safety, and welfare issues arising from increased overnight parking on numerous City streets; and

WHEREAS, excessive overnight parking results in overcrowding of City streets, and can cause parking difficulties when vehicles are left on the street for prolonged periods of time; and

**WHEREAS**, the Irwindale Municipal Code currently contains Section 10.28.120, entitled "Storage of vehicles –Use of streets prohibited –Removal authorized," which makes it unlawful for any person to store a vehicle on a City street or alley for more than a consecutive period of 120 hours; and

WHEREAS, during its efforts in enforcing this provision, the City has determined that the 120 hour time period is too long and fails to adequately address the problems arising from prolonged street parking; and

**WHEREAS**, the City Council desires to adopt this Ordinance to reduce the time period from 120 hours to 72 hours; and

WHEREAS, the Irwindale Municipal Code currently contains Section 10.28.182, entitled "Overnight parking restricted on designated streets," which makes it unlawful for any person to park or store his or her vehicle on certain designated streets from the hours of twelve midnight to five a.m.; and

**WHEREAS**, the City has identified, based on its enforcement practices and public recommendations, certain additional streets which would benefit from this overnight parking restriction; and

WHEREAS, the City Council now desires to amend the Irwindale Municipal Code to add three additional streets, specifically 2<sup>nd</sup> Street, Central Avenue, and Business Center Drive, to the list of streets which are covered by the overnight parking restriction; and

WHEREAS, all legal prerequisites to the adoption of this ordinance have occurred.

## NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

**Section 1.** The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

<u>Section 2</u>. Section 10.28.120(A) of Chapter 10.28 of Title 10 of the Irwindale Municipal Code is hereby amended to read as follows (deleted text, if any, is show in <u>strikethrough</u>; new text, if any, is shown in **bold & italics**):

"10.28.120 - Storage of vehicles—Use of streets prohibited—Removal authorized.

No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any street or alley for more than a consecutive period of **seventy two** one hundred twenty hours."

<u>Section 3.</u> Section 10.28.182 of Chapter 10.28 of Title 10 of the Irwindale Municipal Code is hereby amended to read as follows (deleted text, if any, is show in <u>strikethrough</u>; new text, if any, is shown in **bold & italics**):

"10.28.120 - Overnight parking restricted on designated streets.

It shall be unlawful for any person to park or store any vehicle, truck, truck tractor, or trailer on the following designated streets between the hours of twelve midnight and five a.m.:

- 1. Foothill Boulevard:
- 2. Arrow Highway;
- 3. Irwindale Avenue:
- 4. Azusa Canyon Road (not to include the west side);
- 5. Live Oak Avenue;
- 6. Vincent Avenue;
- 7. Gladstone Street:
- 8. Cypress Street;
- 9. Los Angeles Street;
- 10. Rivergrade Road;
- 11. Peck Road;
- 12. Myrtle Avenue;

- 13. Longden Avenue;
- 14. Adelante Street;
- 15. Alderson Avenue;
- 16. Ayala Avenue;
- 17. Ayon Avenue (Not to include the portion of Ayon south of Arrow Hwy.);
- 18. Bateman Avenue;
- 19. Buena Vista Street;
- 20. Calle Eva Miranda;
- 21. Camino De La Cantera;
- 22. Diaz Street;
- 23. Durbin Street;
- 24. Martin Road;
- 25. Meridian Street;
- 26. Montoya Street;
- 27. Olive Street;
- 28. Ornelas Street;
- 29. Salvatierra Street;
- 30. Santos Diaz Street;
- 31. Schabarum Avenue;
- 32. Tifal Avenue;
- 33. Tapia Street;
- 34. 1st Street;
- 35. 4th Street.
- 36, 2nd Street.
- 37. Central Avenue.
- 38. Business Center Drive."

<u>Section 4</u>. The amended provisions of Sections 10.28.120(A) and 10.28.182 10.28.182 of Chapter 10.28 of Title 10 of the Irwindale Municipal Code, as amended, shall become operative on the first day of the first month following the effective date of this Ordinance.

<u>Section 5</u>. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

<u>Section 6.</u> The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall cause a summary of this ordinance to be published in accordance with Government Code Section 36933, in a newspaper of general circulation which is hereby designated for that purpose, and this ordinance shall take effect thirty (30) days after its passage.

PASSED, APPROVED, A	AND ADOPTED	at a regular meetir	ng of the City Council
of the City of Irwindale this	day of	, 2019.	
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	_		
		Albert F. Ambriz. M	avor

ATTEST:	
State of Calif County of Lo City of Irwind	s Angeles ၌ ss.
certify that th meeting held	lieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby e foregoing Ordinance No. 740 was duly introduced at a regular City Council on the 9 <sup>th</sup> day of October 2019, and adopted at a regular meeting of the City on the day of2019, by the following roll call vote:
AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:
	Laura M. Nieto, MMC Chief Deputy City Clerk
	AFFIDAVIT OF POSTING
	Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 740, adopted by the the City of Irwindale at its regular meeting held , 2019 to be posted at the City Hall, st Office on , 2019.
Laura M. Nieto,	Dated:
Chief Deputy C	

#### CC Item 1B

Accounts Payable

Checks by Date - Summary by Check Number

City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency



Check No Vendor No

69626 ALESHIRE 69627 ROSENO Vendor Name

Aleshire & Wynder, LLP Rosenow Spevacek Group Inc **Check Date** 

Check Amount

09/26/2019

76.50

09/26/2019

40.00

Report Total (2 checks):

116.50